

## **EXHIBIT B-10**

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<p style="text-align: center;">VOLUME I IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE</p> <p>ARLIN M. ADAMS, Chapter 11 Trustee of the Post-Confirmation Bankruptcy Estates of: CORAM HEALTHCARE CORPORATION, a Delaware Corporation and of CORAM, INC., a Delaware Corporation, Plaintiff vs. DANIEL D. CROWLEY; DONALD J. AMARAL; WILLIAM J. CASEY; L. PETER SMITH; AND SANDRA L. SMOLEY, Defendants</p> <p style="text-align: right;">CASE NO. 04-1565</p> <p style="text-align: center;">Tuesday, March 27, 2007 9:34 a.m.</p> <p style="text-align: center;">Videotaped deposition of ARLIN M. ADAMS, held at the law offices of Schnader Harrison Segal &amp; Lewis, LLP, 1600 Market Street, Suite 3600, Philadelphia, Pennsylvania, 19103, pursuant to notice before Cynthia A. Whyte, Registered Professional Reporter and Notary Public.</p>	<p>1 A P P E A R A N C E S: 2 SCHNADER HARRISON SEGAL &amp; LEWIS LLP 3 Counsel for Plaintiff Arlin M. Adams, Trustee 1600 Market Street Suite 3600 Philadelphia, PA 19103 (215) 751-2050 4 BY: BARRY E. BRESSLER, ESQ. bbressler@schnader.com 5 6 AND: RICHARD A. BARKASY, ESQ. rbarkasy@schnader.com 7 8 9 KEKER &amp; VAN NEST LLP 10 Counsel for Defendant Daniel Crowley 710 Sansome Street San Francisco, CA 94111-1704 (415) 391-5400 11 12 BY: ELLIOT R. PETERS, ESQ. epeters@kvn.com 13 AND: WARREN A. BRAUNIG, ESQ. wbraunig@kvn.com 14 15 ALSO PRESENT: VINCENZO PETULLA, 16 Videographer 17 18 19 20 21 22 23 24 25</p>																																																		
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<p>1 IT IS HEREBY STIPULATED AND 2 AGREED by and among counsel for the 3 respective parties hereto that the 4 filing, sealing and certification of the 5 within deposition shall be and the same 6 are hereby waived. 7 8 IT IS FURTHER STIPULATED 9 AND AGREED that all objections, 10 except as to the form of the 11 question, shall be reserved to the 12 time of the trial. 13 14 IT IS FURTHER STIPULATED AND 15 AGREED that the within deposition may be 16 signed before any Notary Public with the 17 same force and effect as if signed and 18 sworn to before the Court. 19 20 21 22 23 24 25</p>	<p style="text-align: center;">I N D E X</p> <table border="0"> <tr> <td>1 WITNESS:</td><td style="text-align: right;">PAGE</td></tr> <tr> <td>2 ARLIN M. ADAMS, ESQ.</td><td></td></tr> <tr> <td>3 By Mr. Peters.</td><td style="text-align: right;">5</td></tr> <tr> <td>4</td><td></td></tr> <tr> <td>5</td><td></td></tr> <tr> <td>6 ADAMS EXHIBITS</td><td></td></tr> <tr> <td>7 NO. DESCRIPTION PAGE</td><td></td></tr> <tr> <td>8 Exhibit 1 Chronology</td><td style="text-align: right;">7</td></tr> <tr> <td>9 Exhibit 2 Transcript, 2/25/03</td><td style="text-align: right;">52</td></tr> <tr> <td>10 Exhibit 3 Transcript, 3/3/03</td><td style="text-align: right;">52</td></tr> <tr> <td>11 Exhibit 4 Letter, 12/24/02, to Mr. Schreiber from Mr. Bressler</td><td style="text-align: right;">80</td></tr> <tr> <td>12 Exhibit 5 Letter, 1/7/03, to Mr. Schreiber from Mr. Bressler</td><td style="text-align: right;">81</td></tr> <tr> <td>13 Exhibit 6 Disclosure Statement</td><td style="text-align: right;">111</td></tr> <tr> <td>14 Exhibit 7 E-mail string</td><td style="text-align: right;">120</td></tr> <tr> <td>15 Exhibit 8 Employment Agreement</td><td style="text-align: right;">122</td></tr> <tr> <td>16 Exhibit 9 Letter, 10/28/03, to Mr. Schepacarter from Mr. Barkasy</td><td style="text-align: right;">130</td></tr> <tr> <td>17 Exhibit 10 Letter, 10/3/06, to Mr. Bressler from Mr. Temin</td><td style="text-align: right;">142</td></tr> <tr> <td>18 Exhibit 11 Motion of Chapter 11 Trustee</td><td style="text-align: right;">163</td></tr> <tr> <td>19 Exhibit 12 Updated Report of Goldin Associates</td><td style="text-align: right;">170</td></tr> <tr> <td>20</td><td></td></tr> <tr> <td>21</td><td></td></tr> <tr> <td>22</td><td></td></tr> <tr> <td>23</td><td></td></tr> <tr> <td>24</td><td></td></tr> <tr> <td>25</td><td></td></tr> </table>	1 WITNESS:	PAGE	2 ARLIN M. ADAMS, ESQ.		3 By Mr. Peters.	5	4		5		6 ADAMS EXHIBITS		7 NO. DESCRIPTION PAGE		8 Exhibit 1 Chronology	7	9 Exhibit 2 Transcript, 2/25/03	52	10 Exhibit 3 Transcript, 3/3/03	52	11 Exhibit 4 Letter, 12/24/02, to Mr. Schreiber from Mr. Bressler	80	12 Exhibit 5 Letter, 1/7/03, to Mr. Schreiber from Mr. Bressler	81	13 Exhibit 6 Disclosure Statement	111	14 Exhibit 7 E-mail string	120	15 Exhibit 8 Employment Agreement	122	16 Exhibit 9 Letter, 10/28/03, to Mr. Schepacarter from Mr. Barkasy	130	17 Exhibit 10 Letter, 10/3/06, to Mr. Bressler from Mr. Temin	142	18 Exhibit 11 Motion of Chapter 11 Trustee	163	19 Exhibit 12 Updated Report of Goldin Associates	170	20		21		22		23		24		25	
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<p>1 witness not to testify as to anything</p> <p>2 that counsel has told him.</p> <p>3 THE WITNESS: Okay.</p> <p>4 Q. In the course of your work as the</p> <p>5 Coram trustee, you have paid close attention</p> <p>6 to the affairs of Coram, haven't you?</p> <p>7 A. Oh, of course.</p> <p>8 Q. You paid close attention to the</p> <p>9 bankruptcy litigation involving Coram,</p> <p>10 correct?</p> <p>11 A. Correct.</p> <p>12 Q. The proceeds, if any, from this</p> <p>13 litigation, how will they be distributed?</p> <p>14 A. My understanding, somebody ought to</p> <p>15 correct me if I'm wrong, that I think they</p> <p>16 should be -- they minus expenses and counsel</p> <p>17 fees and things of that sort -- made available</p> <p>18 to the equity group. That's my understanding.</p> <p>19 Q. Okay.</p> <p>20 So Sam Zell, among others, are the</p> <p>21 beneficiaries of this litigation once the</p> <p>22 expenses and the counsel fees have been paid;</p> <p>23 is that right?</p> <p>24 MR. BRESSLER: I'll object to</p> <p>25 the form.</p>	<p>1 A. I don't know. I really don't know.</p> <p>2 Q. You don't know whether Sam Zell has</p> <p>3 been a shareholder of Coram?</p> <p>4 A. He was at one time. Whether he</p> <p>5 still is, I don't know.</p> <p>6 Q. Did you discuss that with him when</p> <p>7 you met personally with him?</p> <p>8 A. No.</p> <p>9 Q. Did Sam Zell's views about whether</p> <p>10 or not Dan Crowley should be sued influence</p> <p>11 you?</p> <p>12 A. Well, I had an open door policy. I</p> <p>13 was willing to listen to any sensible,</p> <p>14 reasonable person who wished to communicate</p> <p>15 with me, and I thought that he was in that</p> <p>16 group. Was I influenced by what he said?</p> <p>17 Sitting here today, I can't tell you. It was</p> <p>18 not great influence. You know, you hear so</p> <p>19 many things whether you are a judge or a</p> <p>20 trustee, it's hard in retrospect to be able to</p> <p>21 say what did or did not influence you, so</p> <p>22 that's where I am right now.</p> <p>23 Q. Mr. Levy was the lawyer for the</p> <p>24 equity committee, correct?</p> <p>25 A. That is correct.</p>
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<p>1 Q. He was the lawyer for the</p> <p>2 shareholders?</p> <p>3 A. Yeah, I think that's correct.</p> <p>4 Q. Are you aware that he's a personal</p> <p>5 friend of Sam Zell's?</p> <p>6 A. I don't know about personal friend.</p> <p>7 I know he was a friend.</p> <p>8 Q. Is there a difference in your mind</p> <p>9 between friend and personal friend?</p> <p>10 A. Well, he could have been a friend as</p> <p>11 an attorney for Sam Zell, which he was.</p> <p>12 whether they had a social relationship or a</p> <p>13 personal relationship, I don't know that.</p> <p>14 Q. But the effect of this lawsuit, if</p> <p>15 successful, would be to obtain a judgment</p> <p>16 against Dan Crowley and then deliver money so</p> <p>17 the shareholders of Coram including Sam Zell</p> <p>18 and others, correct?</p> <p>19 MR. BRESSLER: I'll object to</p> <p>20 the form. It misstates the facts.</p> <p>21 A. I don't know. I don't know how they</p> <p>22 would divide the money up. Once the equity</p> <p>23 group received the money, what the division</p> <p>24 would be I don't know.</p> <p>25 Q. Do you know how much the equity</p>	<p>1 group has received thus far under your plan of</p> <p>2 reorganization which was approved by the</p> <p>3 bankruptcy court?</p> <p>4 MR. BRESSLER: Objection.</p> <p>5 Asked and answered, but he may answer if</p> <p>6 he knows.</p> <p>7 A. I don't know.</p> <p>8 Q. Your lawsuit against Dan Crowley</p> <p>9 asserts a cause of action for breach of</p> <p>10 fiduciary duty. Are you aware of that?</p> <p>11 A. That's correct, yes.</p> <p>12 Q. What did Dan Crowley do to breach</p> <p>13 his fiduciary duty?</p> <p>14 A. Well, he entered into an arrangement</p> <p>15 with one of the note holders who was a party</p> <p>16 to the bankruptcy by which he was to receive</p> <p>17 very substantial consideration. I think that</p> <p>18 was a breach of his fiduciary duty and that</p> <p>19 was compounded when he did not disclose that</p> <p>20 fact either to the court or to me and did</p> <p>21 certain things that were completely</p> <p>22 inconsistent with assurances that he gave me</p> <p>23 that he was not receiving compensation</p> <p>24 certainly after my appointment as trustee.</p> <p>25 Q. And when did those -- withdrawn.</p>

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<p>1 Is there anything else that he did 2 that constituted a breach of fiduciary duty as 3 alleged in your lawsuit?</p> <p>4 MR. BRESSLER: I'll object to 5 the form. The complaint speaks for 6 itself.</p> <p>7 A. I'd have to go back and look at the 8 complaint. I would think so. I think the 9 whole course of conduct by Mr. Crowley -- 10 there is nothing personal about this -- 11 represented in my judgment, after I learned 12 the facts that had been disclosed as a result 13 of discovery, constituted various aspects of 14 breach of duty.</p> <p>15 Q. Is there anything else that you 16 recall as you sit here today -- I'm not asking 17 you to read the complaint.</p> <p>18 Is there anything else other than 19 what you've testified about that constituted a 20 breach of fiduciary duty by Dan Crowley?</p> <p>21 MR. BRESSLER: Objection to the 22 form.</p> <p>23 A. Well, I think he spent more time on 24 non-Coram matters as a result of his 25 relationship with Mr. Feinberg and</p>	<p>1 Mr. Feinberg's company than would be 2 consistent with his obligation to Coram and to 3 me as the trustee.</p> <p>4 Q. Anything else?</p> <p>5 A. Yeah; and to the creditors and to 6 the court. I think that whole arrangement is 7 quite inconsistent with a feeling of trust 8 that all of us considered extremely important 9 given the circumstances.</p> <p>10 Q. Any other acts by Dan Crowley that 11 you consider to have been a breach of 12 fiduciary duty?</p> <p>13 A. After he was transitioned from a 14 consultant to the CEO of Coram and before my 15 appointment, he was instrumental in completing 16 a sale of one of the subsidiary companies of 17 Coram at a price that I think was considerably 18 lower than what it should have been. I think 19 that was serious.</p> <p>20 He led me to believe that he was 21 paying far more attention to Coram matters 22 that eventually developed he had been 23 devoting, but the idea that he led me to 24 believe that any concerns that the court, and 25 namely Judge Walrath, had had been taken care</p>
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<p>1 of, when in fact they had not been taken care 2 of, created an atmosphere that was not 3 conducive to the ultimate success of Coram and 4 to my success as the trustee of Coram.</p> <p>5 And I'm not sure that I can sit here 6 in response to your question and enumerate all 7 of those aspects, but there would be many 8 because, after all, he was the CEO of Coram.</p> <p>9 And now I have a lingering doubt and 10 have had a lingering doubt -- it's not so 11 lingering anymore -- about his loyalty and 12 devotion to duty.</p> <p>13 Now, what his lack of loyalty, lack 14 of devotion may have caused damage to Coram 15 during that period, it's hard for me to answer 16 sitting here, but it certainly is very 17 worrisome. That's the whole problem with 18 conflicts.</p> <p>19 THE WITNESS: This fell off.</p> <p>20 VIDEO TECHNICIAN: It just 21 clips right back on.</p> <p>22 THE WITNESS: Thank you.</p> <p>23 Q. I don't want to interrupt you in any 24 way, but rather than get a speech about the 25 problem with conflicts, I want to try to keep</p>	<p>1 you focused on the acts of Dan Crowley that 2 you believe constituted a breach of fiduciary 3 duty.</p> <p>4 MR. BRESSLER: I'll object to 5 the question. I think he was answering 6 that.</p> <p>7 Q. If you were, continue, but I think 8 you understand the distinction I'm trying to 9 make.</p> <p>10 A. I understand what you're saying, but 11 the problem with a conflict is you don't know 12 what motivates the actor. You can't go back 13 and consider all of the conduct of the actor 14 and ask the question that you're asking, did 15 the conflict affect that decision, did the 16 conflict affect -- there is no way to 17 ascertain that. It is such an amorphous 18 situation.</p> <p>19 And that's why the courts and the 20 commentators and the ethicists are so strong 21 in condemning conflicts, because you can't 22 individuate the individual conduct. You would 23 have to parse the actor's mind. There is no 24 way of doing -- there is no way I can do it in 25 any event.</p>

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<p>1 to it.</p> <p>2 Q. But you --- withdrawn.</p> <p>3 Did you review either on a weekly or</p> <p>4 monthly basis in 2003 the financial activity</p> <p>5 at Coram?</p> <p>6 A. I did on a summary basis. I knew</p> <p>7 what the cash receipts were. I knew what the</p> <p>8 balances were. I had to approve any contract</p> <p>9 over \$50,000. I went over each contract in</p> <p>10 order to accomplish that.</p> <p>11 Q. Do you recall that at the end of the</p> <p>12 March 3 hearing the judge ruled from the bench</p> <p>13 and denied your motion for approval of Adams</p> <p>14 Exhibit 4?</p> <p>15 A. I remember it vividly.</p> <p>16 Q. Were you surprised?</p> <p>17 A. No.</p> <p>18 Q. But up until the time that that</p> <p>19 motion was denied by the court, you were a</p> <p>20 proponent of it. You were advocating that it</p> <p>21 be granted, correct?</p> <p>22 A. Oh, you can so argue if you want,</p> <p>23 but I was not very enthusiastic about it and</p> <p>24 everybody in the courtroom knew that.</p> <p>25 Q. I'm not arguing about it. I'm just</p>	<p>1 asking you whether, when you were in court</p> <p>2 that day asking the court to approve the</p> <p>3 motion, you wanted the court to approve the</p> <p>4 motion?</p> <p>5 A. I didn't want the court to approve</p> <p>6 the motion, no. I wanted the court to decide</p> <p>7 the motion.</p> <p>8 Q. Did you authorize your attorneys to</p> <p>9 file pleadings in court in support of that</p> <p>10 motion?</p> <p>11 A. I did. We had agreed to do that.</p> <p>12 Q. Was the purpose of the filing of</p> <p>13 those pleadings to persuade the court to grant</p> <p>14 your motion?</p> <p>15 A. Up to a point until we found out</p> <p>16 about these documents.</p> <p>17 Q. And did you at any time instruct</p> <p>18 your lawyers to communicate to the court that</p> <p>19 your position, as expressed in those papers,</p> <p>20 had changed?</p> <p>21 MR. BRESSLER: I will object to</p> <p>22 the form and instruct you not to answer</p> <p>23 what you instructed your lawyers to do.</p> <p>24 Q. So you're not going to answer that</p> <p>25 question then?</p>
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<p>1 A. Correct.</p> <p>2 Q. Did you as the trustee communicate</p> <p>3 to the court in any fashion prior to the</p> <p>4 court's ruling at the end of the hearing on</p> <p>5 March 3 that your position supporting the</p> <p>6 motion that the trustee had filed had changed</p> <p>7 in any way?</p> <p>8 A. Did I communicate it? Maybe by my</p> <p>9 facial expressions but not orally or in</p> <p>10 writing.</p> <p>11 Q. What facial expressions did you make</p> <p>12 during the hearing? Well, did you make facial</p> <p>13 expressions during the hearing intending to</p> <p>14 communicate to the court that you weren't</p> <p>15 supporting the motion that you had filed?</p> <p>16 A. No.</p> <p>17 Q. So what makes you say that maybe</p> <p>18 your facial expressions communicated to that?</p> <p>19 A. What makes me say anything is not an</p> <p>20 appropriate question. I refuse to answer it.</p> <p>21 Q. When you said a moment ago that</p> <p>22 maybe your facial expressions in court</p> <p>23 communicated your feelings to the court, what</p> <p>24 facial expressions do you recall?</p> <p>25 MR. BRESSLER: Object to the</p>	<p>1 form.</p> <p>2 You can answer it.</p> <p>3 A. I don't think that is an appropriate</p> <p>4 question to ask of me and I'm not going to</p> <p>5 answer it. There are limits to depositions.</p> <p>6 Q. Do you recall, in fact, having</p> <p>7 communicated in any way to the court that you</p> <p>8 were no longer a supporter of the motion you</p> <p>9 had filed for approval of Adams 4 on March 3?</p> <p>10 A. I have answered that, and I will</p> <p>11 answer it again for the last time. No.</p> <p>12 Q. Directing your attention back to</p> <p>13 Adams 1, the chronology that you arrived here</p> <p>14 with this morning, it says that you were</p> <p>15 appointed trustee on March 7, 2002. I would</p> <p>16 like to direct your attention to that time</p> <p>17 period. Okay?</p> <p>18 A. Go ahead.</p> <p>19 Q. Did there come a time that you first</p> <p>20 heard of Coram Healthcare?</p> <p>21 A. That I first heard of Coram?</p> <p>22 Q. Healthcare, Coram Healthcare, the</p> <p>23 company.</p> <p>24 A. There came a time, yes.</p> <p>25 Q. How did you first come to hear of</p>

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<p>1 Mr. Goldin whether at all relevant times the</p> <p>2 amount of Coram's debt materially exceeded the</p> <p>3 company's enterprise value?</p> <p>4 A. I did not discuss that.</p> <p>5 Q. Do you disagree with that statement?</p> <p>6 MR. BRESSLER: Object to the</p> <p>7 form, but he can answer it.</p> <p>8 A. Well, there are strong words here.</p> <p>9 I would say -- at no time during the relevant</p> <p>10 period did Coram's accounting, financial</p> <p>11 reporting, or recordkeeping appear to be</p> <p>12 materially impaired.</p> <p>13 I don't use these strong advocacy</p> <p>14 words. My reading these documents doesn't put</p> <p>15 a stamp of approval on them. I just want to</p> <p>16 make that clear. I have read what he said and</p> <p>17 I can't disagree about the integrity of the</p> <p>18 report.</p> <p>19 Q. You cannot?</p> <p>20 A. I don't disagree.</p> <p>21 Q. Do you recall with any more</p> <p>22 specificity than what you have already told us</p> <p>23 what it is that you discussed with Mr. Goldin</p> <p>24 about his report?</p> <p>25 A. I can't recall that.</p>	<p>1 Q. You don't recall anything about what</p> <p>2 you and he discussed other than that it was</p> <p>3 about his report?</p> <p>4 A. That's all we talked about, his</p> <p>5 report.</p> <p>6 Q. Did you discuss -- what do you</p> <p>7 recall discussing about his report?</p> <p>8 You know what? We have less than a</p> <p>9 minute on the tape. Why don't we go off the</p> <p>10 record at this time because I don't want to</p> <p>11 run out of the tape in the middle of your</p> <p>12 answer.</p> <p>13 A. Okay.</p> <p>14 Q. And we will determine whether we are</p> <p>15 going to continue asking questions and have</p> <p>16 them answered today or whether we are going to</p> <p>17 resume tomorrow, but we will have that</p> <p>18 discussion off the record.</p> <p>19 A. Okay.</p> <p>20 VIDEO TECHNICIAN: We are now</p> <p>21 off the record at 1:12.</p> <p>22 (Discussion off the record.)</p> <p>23 (Witness temporarily excused.)</p> <p>24 (The deposition adjourned at</p> <p>25 1:12 p.m.)</p>
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<p>1 I have read the foregoing</p> <p>2 transcript of my deposition given on</p> <p>3 Tuesday, March 27, 2007, and it is true,</p> <p>4 correct and complete to the best of my</p> <p>5 knowledge, recollection and belief except</p> <p>6 for the corrections noted hereon and/or</p> <p>7 the list of corrections, if any, attached</p> <p>8 on a separate sheet herewith.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 ARLIN M. ADAMS</p> <p>15</p> <p>16</p> <p>17</p> <p>18 Subscribed and sworn before</p> <p>19 me this ____ day of _____, 2007</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 CERTIFICATE</p> <p>2 I HEREBY CERTIFY that the</p> <p>3 proceedings, evidence and objections are</p> <p>4 contained fully and accurately in the</p> <p>5 stenographic notes taken by me on Tuesday,</p> <p>6 March 27, 2007, and that this is a true and</p> <p>7 correct transcript of same.</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14 Cynthia A. Whyte, RPR</p> <p>15</p> <p>16</p> <p>17 (The foregoing certification of</p> <p>18 this transcript does not apply to any</p> <p>19 reproduction of the same by any means,</p> <p>20 unless under the direct control and/or</p> <p>21 supervision of the certifying reporter.)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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